

REMARKS

Claim 1 is pending in the application.

Claim 1 was rejected under 35 USC 102(b) as being anticipated by Asay, U.S. Patent 5,903,882. This rejection is respectfully traversed.

Claim 1 recites that subscriber requests the warranty from the entity which issued the digital certificate. Asay fails to teach or suggest this feature.

According to Asay, it is the relying party, not the subscriber, who requests the warranty. This is evidenced by the disclosure at col. 5, lines 11-17, where Asay states “[T]he relying party evaluates the transaction sent by the subscriber and determines whether some assurance on the authenticity of the primary certificate is needed . . . it sends the reliance server a request for a specific amount of assurance based on the transaction received from the subscriber.” This makes it clear that it is the relying party, not the subscriber, who is requesting a warranty.

Furthermore, the portion of Asay relied upon by the Examiner as teaching this feature does not actually teach what the Examiner asserts. Specifically, the Examiner cites to col. 33, lines 57-67 and col. 35, lines 25-37. At col. 33, lines 57-67, Asay discloses that certificates can specify a reliance limit or a reliance limit per period of time. This portion of Asay does *not* disclose that the subscriber makes a request for a warranty. Rather, as disclosed in the portion of Asay leading up to col. 33, lines 57-67, Asay is actually discussing the message that the relying party sends to the reliance manager, requesting verification of the transaction (see, for example, col. 32, lines 27-30, where Asay states that the relying party sends a message to the reliance manager). In the remainder of col. 32 and beyond, Asay is discussing the message which the relying party sends to the reliance manager. It is this context that Asay describes what the certificate may specify, but Asay never discloses that the subscribing party requests the warranty. This is a clear difference between the claimed invention and Asay. Likewise, col. 35, lines 25-37, is another discussion which merely relates to the contents of the certificate, but, again, Asay never discloses that the subscriber requests

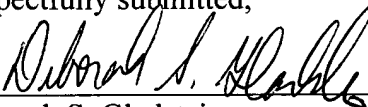
the warranty. For at least this reason, the features of claim 1 are not taught or suggested by Asay. Applicants therefore request that this rejection be withdrawn.

In view of the above, each of the presently pending claims in this application is believed to be in immediate condition for allowance. Accordingly, the Examiner is respectfully requested to withdraw the outstanding rejection of the claims and to pass this application to issue. If it is determined that a telephone conference would expedite the prosecution of this application, the Examiner is invited to telephone the undersigned at the number given below.

In the event the U.S. Patent and Trademark office determines that an extension and/or other relief is required, applicants petition for any required relief including extensions of time and authorize the Commissioner to charge the cost of such petitions and/or other fees due in connection with the filing of this document to Deposit Account No. 03-1952 referencing docket no. 38802-2003700.

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Respectfully submitted,

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